



PUBLIC COMMENT

SIGN IN SHEET

Tuesday, December 17, 2013

6:00 PM

Limited to forty [40] minutes, four [4] minutes per person.

Please be advised that citizens not utilizing their full four [4] minutes may not "donate" their remaining time to another speaker. As stated above, each speaker is restricted to a maximum of four [4] minutes.

Citizens with comments related to a specific action agenda item will be called first.

If time permits additional citizens may be permitted to speak on a non agenda items [at the discretion of the Chair].

PRINT Information Below

	FULL NAME	AGENDA ITEM FOR DISCUSSION	NON-AGENDA ITEMS
✓ 1	Norman Duke		Information
✓ 2	RICHARD MARCELOTT		H3290
3			
4			
✓ 5	BURT ADAMS	2013-36	
✓ 6	Franklin Pearson	12.20.13.20	
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Everyone speaking before Council will be required to do so in a civil manner.

Council will not tolerate personal attacks on individual council members, county staff or any person or group.

Racial slurs will not be permitted. Council's number one priority is to conduct business for the citizens of this county.

All citizens who wish to address Council and all Boards and Commission appointed by Council should do so in an appropriate manner.

NOTE: Non Agenda Item matters can be addressed except for those which, due to law or proper protocol, would be inappropriate for public meetings of Council, such as, but not limited to, partisan political activity and/or comments.

Council may make closing comments directly following the public & extended public comment sessions if time permits.



OCCONEE COUNTY SHERIFF'S OFFICE

415 SOUTH PINE STREET
WALHALLA, SC 29691

Mike Crenshaw, Sheriff

For More Information:

Contact: Jimmy Watt
Public Information Officer
864-888-7578 or 864-638-4199

Press Release:
December 4th, 2013

Oconee County Sheriff's Deputy Will Walk From the "Mountains to the Sea"

(Walhalla, SC)-----During the months of December and January on weekends, Oconee County Sheriff's Deputy Norm Dukes will take a trek that will carry him from the North Carolina/South Carolina line to Columbia and next year from Columbia to Sullivan's Island.

The mode of transportation will not be in a vehicle, on a train, or in an airplane, but will be accomplished via the oldest form of transportation known to man, walking.

During the 2013-14 school year in the next couple of months, Dukes will walk 10-12 miles per day on weekends, a trip that will start at the state line just above Bad Creek to the South Carolina Criminal Justice Academy on Broad River Road in Columbia, at walk of over 164 miles. Norm's wife will act as his pit crew, as she will drop him off in the morning and pick him up in the afternoon. Dukes plans to walk through the cities and towns of Clemson, Anderson, Honea Path, Ware Shoals, Laurens, Clinton, Joanna, Prosperity, Chapin, and Ballentine.

The goal of Deputy Dukes is to raise money to be split equally between the athletic programs and the special needs classes at Tamasee-Salem High School, which Dukes serves as School Resource Officer. Dukes says his goal this year is to raise \$4,000 in pledges and donations.

During the 2012-13 school year, Deputy Dukes walked along Scenic Highway 11 from exit 1, which is Highway 11 in Oconee County to Gaffney, a trip of 118 total miles that raised over \$2,200 in pledges.

Anyone that is interested in making a donation or a pledge can do so by sending a check payable to Tamassee-Salem High School and make sure to include MTNS – TO –THE-Sea on the check. The schools address is as follows:

TSMHS
#4 Eagle Lane
Salem, SC ~~29671~~ 29676

Or you can call the school at 864-886-4545 and ask to speak with Officer Dukes.

Next year during the 2014-15 school year, Dukes plans to complete his “Mountains To The Sea” walk with Stage Two, which will be a walk from Columbia to Sullivan’s Island.

Cpl. Norman Dukes

Oconee County Sheriff’s Office
300 South Church Street
Walhalla, SC 29691

(864) 638-4111 - Dispatch
(864) 710-8228- Cell

TOTB

Tamassee-Salem SRO to begin 'Mountains to the Sea' walk

BY GREG OLIVER
THE JOURNAL

TAMASSEE — Norman Dukes, Tamassee-Salem Middle and High School resource officer, said his 118-mile fundraiser walk last year was so successful, he is going to use his legs and feet again this year.

Next month, Dukes will start the first phase of a two-year effort he is calling "The Mountains to the Sea." Phase I, primarily in December and January, will begin at the North Carolina line above the Bad Creek pump storage unit on S.C. Highway 180 and the 164.2 mile effort will conclude at the South Carolina Criminal Justice Academy in Columbia.

"My wife (Delaine) will be my pit crew again this year, dropping me off each morning and picking me up in the afternoon," Dukes said. "I will walk

through Clemson, Anderson, Honea Path, Ware Shoals, Laurens, Clinton, Joanna, Prosperity, Chapin and Ballentine."

During last year's initial walk, which covered five counties starting at S.C. Highway 11 from Exit 1 to I-85 in Gaffney, Dukes raised more than \$2,200 in pledges. Dukes came up with the walk concept as a fundraising effort to assist transition teacher Stephanie Brewer, who was seeking transportation for her students to programs and activities throughout the area.

The walk took a little longer than expected as Dukes experienced knee problems as well as weather difficulties. But he was able to complete his trek four months later and the money raised exceeded his original goal of \$1,180.

Dukes said support was provided not only by the Tamassee-Salem

faculty, but also outside sources including law enforcement agencies in Greenville and Spartanburg and the Greer Police Department where he once worked.

This year, Dukes is planning to increase his fundraising goal to \$4,000 in pledges and donations — splitting the proceeds between the special needs transition class and the athletic department.

"Tamassee-Salem High School has no football team or wrestling team, unlike West-Oak, Walthalla and Seneca," Dukes explained. "The Tamassee-Salem varsity baseball and softball teams went to the state playoffs last year and travel costs were almost \$2,000."

Dukes is encouraging any business, civic group or individual that would like to make a donation to make any checks payable



SPECIAL TO THE JOURNAL

Tamassee-Salem Middle and High SRO Norman Dukes will soon begin the first phase of an 118-mile walk to raise money for the school's special needs and athletic programs.

to Tamassee-Salem High School, Mtns-To-The-Sea, #4 Eagle Lane, Salem, S.C. 29671 or call the school at 803-4545 and ask for Dukes.

During last year's walk, Dukes kept a journal to write about his experiences and will do so again this time. Dukes plans to walk Phase II from

Columbia to Sullivan's Island and put his foot in the ocean when he arrives.

greg.oliver@thejournal.com | 803-975-6633

A World of Solutions

PLANNING | DESIGN | PROGRAM MANAGEMENT | FACILITY MANAGEMENT | DEVELOPMENT & FINANCE

Oconee County Detention Center Schematic Design Review

December 17th, 2013



CGL
A Hunt Company

Facility Particulars

- 65,078 Square Foot
- Intake, Booking, Magistrate, Transportation, Medical, Dining, Housing
- 200 Bed Facility
 - 132 Pretrial
 - 68 Sentenced
 - 142 Male Beds
 - 58 Female Beds
 - 88 Steel Cell Beds (68 Single/ 20 Double)
 - 92 Dormitory Beds
- 8 Inmate housing areas allow classification flexibility
- Housing capability of 240 (in emergency situations only)

Site Option 1



Site Option 2



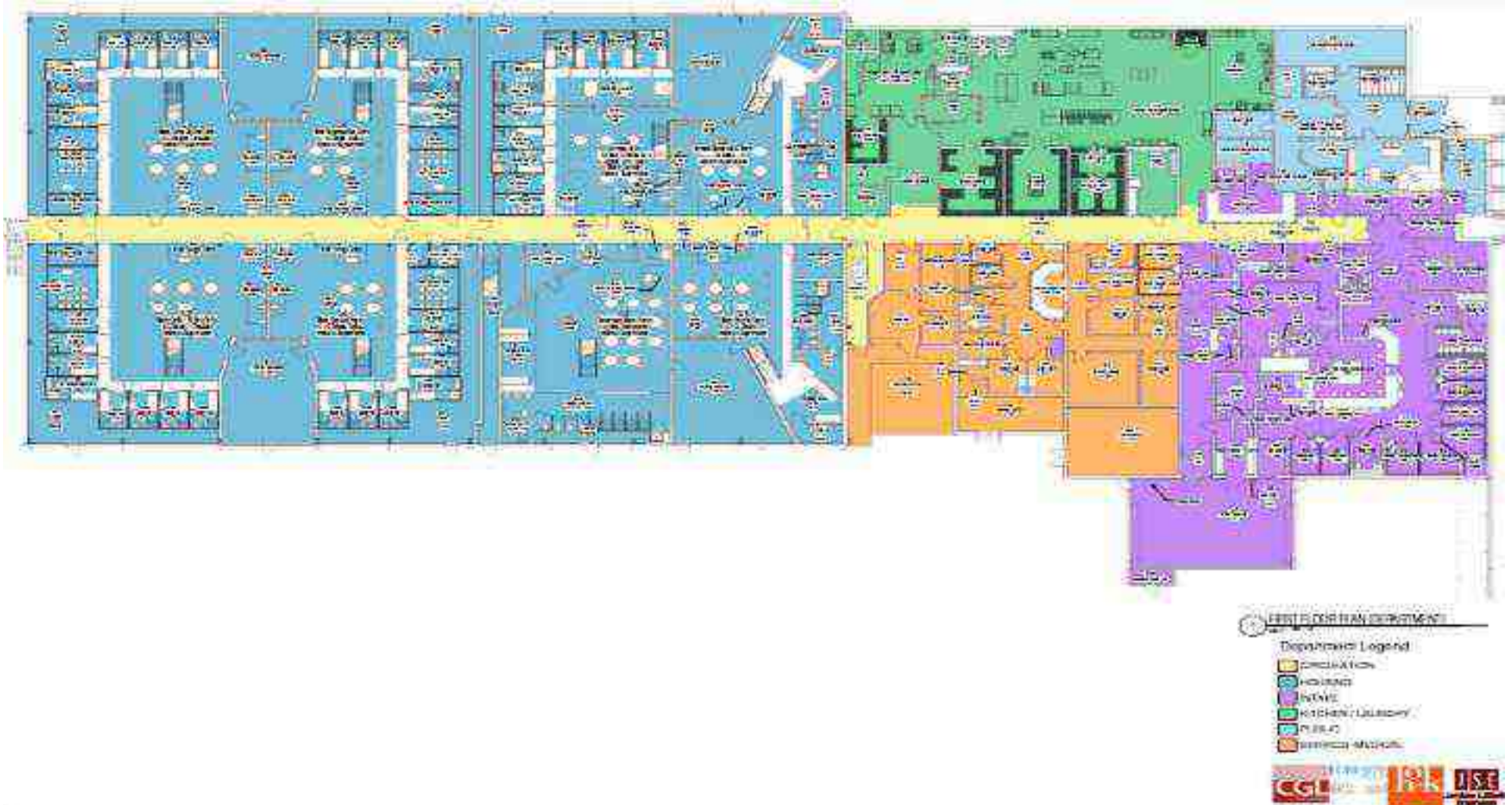
Church Street Entrance



Rear Elevation



Main Level Floor plan



Mezzanine Level Floor plan



Program Budget

- Option 1- \$16,650,000 Schematic Estimate
- Option 2- \$16,100,000 Schematic Estimate
- Schematic Design complete for both options

Project Milestones

- Schematic Design Review/Approval– 12/17/2013
- Design Development Start- 12/18/2013
- Site Permitting (SCDHEC)- 1/15/2014
- Construction Permit Review -2/14/2014
- GMP to Council- 4/1/2014
- Site Work Begins- 4/2/2014
- Construction Complete - 5/2/2015

Next Steps

- Approve Schematic Design Option
- Proceed with Design Development

Closing Discussions



A World of Solutions

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Fayetteville, GA 30214
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F (678) 716-9081
www.cartergoblelee.com

PLANNING | DESIGN | PROGRAM MANAGEMENT | FACILITY MANAGEMENT | DEVELOPMENT & FINANCE



Oconee named top 10 county for job seekers

THE JOURNAL STAFF

A recently released report from NerdWallet named Oconee County as one of the best places in South Carolina for job seekers.

Oconee County was ranked ahead of No. 10 Anderson County and behind No. 8 Pickens County. Lexington County was ranked first on the list,

with Greenville County ranked No. 5.

NerdWallet, a personal finance and consumer advocacy website, asked three fundamental questions when evaluating the state to gauge the top locations for job seekers:

1. Is the county growing?
2. Can you afford to live in the county comfortably?
3. Are most people employed?

Oconee was ranked

ninth and saw a 4.9 percent increase in the working-age population from 2009 to 2011. Households earned a median income of \$42,641, with homeowner costs of \$1,086 a month and an unemployment rate of 7.5 percent as of October 2013.

Pickens County saw a 3 percent increase in the working-age population between 2009 and 2011,

and its unemployment rate was 7.4 percent. Households in Pickens earned a median income of \$42,241, with homeowner costs of \$1,071 a month.

"Workers are attracted to Oconee County's growing economy," NerdWallet analyst Annie Wang said. "The county has seen a large working-age population increase over the last few years. The county

has strong energy and manufacturing industries, with top employers such as Duke Energy and BorgWarner. Oconee County and the entire northwestern region of South Carolina is seeing rapid growth, and we think the 'Golden Corner' is where workers should be looking right now."

Richard Blackwell, executive director of the

Oconee County Economic Development Commission, said he was not surprised by the report results.

"It is great to see that others notice the potential Oconee County has," Blackwell said. "Our economy is becoming more diverse, and we must do everything possible to keep our momentum building towards creating more jobs for the citizens of our community."



**PUBLIC HEARING
SIGN IN SHEET
OCONEE COUNTY COUNCIL MEETING
DATE: December 17, 2013 6:00 p.m.**

Ordinance 2013-36 "AN ORDINANCE TO CONDITION FUTURE PAYMENTS TO THE OCONEE JOINT REGIONAL SEWER AUTHORITY ON THE RECEIPT AND SUFFICIENCY OF DETAILED INVOICES FROM THE OCONEE JOINT REGIONAL SEWER AUTHORITY; TO FORMALLY REQUEST THAT A MEMBER OF THE OCONEE COUNTY COUNCIL AND THE OCONEE COUNTY ADMINISTRATOR REPRESENT OCONEE COUNTY AT ANY AND ALL FUTURE MEETINGS OF THE OCONEE JOINT REGIONAL SEWER AUTHORITY; AND OTHER MATTERS RELATED THERETO."

Written comments may be submitted at any time prior to the hearing for inclusion in the official record of the meeting.

Everyone speaking before Council will be required to do so in a civil manner.

Council will not tolerate personal attacks on individual council members, county staff or any person or group. Racial slurs will not be permitted. Council's number one priority is to conduct business for the citizens of this county. All citizens who wish to address Council and all Boards and

Commission appointed by Council should do so in an appropriate manner.

Public comment during a public hearing is not limited to four minutes per person.

Sign up sheets will be available thirty minutes prior to the hearing for those interested in addressing Council.

Written comments may be submitted at any time prior to the hearing for inclusion in the official record of the meeting.

Please submit written comments to the Clerk to Council, 415 South Pine Street, Walhalla, South Carolina, 29691.

Please PRINT your name

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NONE

Beth Hulse

From: ocscmanager <ocscmanager@bellsouth.net>
Sent: Thursday, December 12, 2013 2:49 PM
To: Beth Hulse
Cc: Greg Dieterick; Robert Faires; Lamar Bailes; Mendel Stone; Rhett Smith; Scott Parris; Tony Williams; Tally Grant; Jimmy Powell
Subject: Public Hearing Ordinance 2013-36
Attachments: Legal Opinion 2013-36.pdf

Beth,

Attached find a one page memo from OJRSA Legal Counsel, Lowell Ross, concerning the legal status of the Sewer Authority. Please include this document in your written comments for the Public Hearing on Tuesday December 17th.

Thanks for your help,
Bob Winchester
OJRSA Director

ROSS LAW FIRM, PA
ATTORNEYS AT LAW
811 By Pass 123, Suite A
Seneca, SC 29678

Telephone 864.882.8666
Fax 864.882.8667
lwross@aol.com
wddain@aol.com

Lowell W. Ross

PO Box 1179
West Union, SC 29696

MEMORANDUM

December 9, 2013

TO: Mr. Robert C. Winchester, Executive Director,
Oconee Joint Regional Sewer Authority

FROM: Lowell W. Ross, Attorney for the Authority

This is in response to your inquiry regarding the legal status of Oconee Joint Regional Sewer Authority ("Authority") and whether Oconee County has any regulatory power over the Authority or whether the County can designate a representative to serve on the Board of the Authority.

The Authority" . . . [S]hall have all the rights and powers of a public body politic and corporate of this State, necessary or convenient to carry out the provisions of this chapter, including, without limitation, the power or right to: (1) have perpetual succession; (2) sue and be sued; (3) adopt, use, and alter a corporate seal; (4) maintain a principal office; (5) make bylaws for the management and regulation of its affairs; . . ." and the other powers outlined in Section 6-25-100, Title 6, Chapter 25, South Carolina Code of Laws ("The Act"). The Authority is an independent unit of government, not subject to regulation or control by the County.

The members of the Board of the Authority are appointed pursuant to the provisions of Section 6-25-60(A) of The Act. Each member (City) of the Authority shall appoint a commissioner pursuant to Section 6-25-50(A) to serve as a commissioner of the joint system. The Agreement of the member Cities designated the composition of the Board in Article V "COMMISSION" which specifies that Seneca shall appoint 4 Commissioners, Walhalla 2, Westminster 2 and 1 commissioner shall be jointly appointed by Walhalla and Westminster. Genesis Documents -filed with the records of Oconee County in Deed Book 1709, page 5 - (page 83 of 139).

There is no provision for the appointment of a Commissioner by Oconee County.

STATE OF SOUTH CAROLINA
OCONEE COUNTY
ORDINANCE 2013-36

AN ORDINANCE TO CONDITION FUTURE PAYMENTS TO THE OCONEE JOINT REGIONAL SEWER AUTHORITY ON THE RECEIPT AND SUFFICIENCY OF DETAILED INVOICES FROM THE OCONEE JOINT REGIONAL SEWER AUTHORITY; TO FORMALLY REQUEST THAT A MEMBER OF THE OCONEE COUNTY COUNCIL AND THE OCONEE COUNTY ADMINISTRATOR REPRESENT OCONEE COUNTY AT ANY AND ALL FUTURE MEETINGS OF THE OCONEE JOINT REGIONAL SEWER AUTHORITY; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County, South Carolina (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina (the "State"), acting by and through its governing body, the Oconee County Council (the "County Council"), has previously adopted multiple ordinances for the effective, efficient governance of the County, which, subsequent to adoption, are codified in the Oconee County Code of Ordinances (the "County Code"), as amended, from time to time; and,

WHEREAS, pursuant to the authority established in Article VIII, Section 13 of the State Constitution, and particularly the authority established in Section 6-1-20 of the Code of Laws of South Carolina, 1976, as amended (the "Code"), local governments, including counties, municipalities, and governmental entities, may enter into intergovernmental agreements (the "Agreement") with each other to provide joint public facilities and services when considered mutually desirable; and,

WHEREAS, the Oconee Joint Regional Sewer Authority (The "OJRSA") is a governmental entity and body politic of the State created by an Agreement entered into between the Cities of Seneca, Walhalla, and Westminster (collectively the "Parties"), pursuant to Chapter 25 of Title 6 of the Code (the "Joint Authority Water and Sewer Systems Act"), and is authorized to engage in the collection for treatment of wastewater; and,

WHEREAS, pursuant to Section 6-25-100(11) of the Joint Authority Water and Sewer Systems Act, the OJRSA has the power to make contracts and execute instruments or documents necessary or convenient to carry on the business of the OJRSA; and,

WHEREAS, pursuant to Section 4-9-30(3) of the Code, and particularly Section 6-25-30(C) of the Joint Authority Water and Sewer Systems Act, the County, within the authority granted by the State Constitution and the Joint Authority Water and Sewer Systems Act, and subject to the general laws of this State, has the power to make and execute contracts and Agreements with the OJRSA; and,

WHEREAS, pursuant to the foregoing authorities, the OJRSA and the County, through authorization from their respective governing bodies, as required by the Code, previously authorized and executed several Agreements (the "Genesis Documents"), that among other things, set forth certain rights, privileges, duties, and obligations of the Parties with regard to each other; and,

WHEREAS, since the execution and delivery of the Genesis Documents, time has passed and events have occurred that raised questions, on the County's part, regarding the governance of the OJRSA - these items of concern include, without limitation: voting rights issues, project approval, County funding, use of County funds in the manner and for the purposes listed in the Genesis Documents, County participation, management succession, legal representation, master planning, and accounting policies (the "Governance Concerns"); and,

WHEREAS, the voters of Oconee County, voting in a public referendum during the general election of 2012, overwhelmingly approved the use, by the County of ad valorem tax dollars to contract and operate a County sewer utility, thereby completely obviating the original need for the OJRSA, from the County's perspective; and,

WHEREAS, debt obligations originally belonging to the Oconee County Sewer Commission, which were one of the justifications for the payment of an annual amount of Six Hundred and Ten Thousand Dollars (\$610,000.00) (the "Annual Payment") from the County to the OJRSA, to be used by the OJRSA exclusively for sewer projects in the unincorporated portion of the County, have long since been retired; and,

WHEREAS, the Annual Payment has been made by the County faithfully since 2008, but the County has never received a complete and accurate accounting for the use of those funds, despite many oral and written requests therefore; and,

WHEREAS, pursuant to the foregoing authorities and because of Governance Concerns, and the other reasons noted, the County, through authorization from its governing body, as required by the Code, intends to condition any and all future payments of the Annual Payment and all other County payments to the OJRSA, pending the timely receipt and sufficiency, in the County's reasonable determination, of detailed invoice(s) from the OJRSA, listing the uses of such monies in the unincorporated areas of the County and giving a complete, detailed accounting of all such uses for all Annual Payments, from the outset to date, all subject to the sole reasonable approval of the County Council; and,

WHEREAS, pursuant to the foregoing authorities and because of Governance Concerns, the County, through authorization from its governing body, as required by the Code, further intends to direct the County Administrator to formally request of the governing body of the OJRSA that the County be represented by a member of the County Council and the County Administrator at any and all future OJRSA meetings to address the County's Governance Concerns, before all future Annual Payments are made:

NOW, THEREFORE, it is hereby ordained by the Oconee County Council, in meeting duly assembled that:

1. The statements of fact and policy from the preamble of this Ordinance are hereby adopted, as findings of fact, by the County Council, in their entirety, and are hereby adopted by reference, as part of the ordaining language of this Ordinance as fully as if set forth verbatim herein. It is the specific intent of the County Council to enact an ordinance that is fully authorized by the law and Constitution of the State, and is consistent with and does not violate State law.

2. The County, through the authorization of the County Council, hereby instructs the County Administrator to condition any and all future payments to the OJRSA, including, without limitation, payment of the Annual Payment, pending the timely receipt and sufficiency, in the County's reasonable determination, of detailed invoice(s) from the OJRSA, listing the uses of such monies in the unincorporated areas of the County and giving a complete, detailed accounting of all such uses for all Annual Payments, from the outset to date, all subject to the sole, reasonable approval of the County Council.
3. The County, through the authorization of the County Council, hereby directs the County Administrator to formally request of the governing body of the OJRSA that the County be represented by a member of the County Council and the County Administrator at any and all future OJRSA meetings to address the County's Governance Concerns, before all future Annual Payments are made.
4. The County Administrator is hereby authorized and directed to take any and all actions required of the County, or that he may deem desirable in his sole discretion, to give effect to the acts of the County Council as contemplated herein.
5. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.
6. All ordinances, orders, resolutions, and actions of the County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.
7. All other terms, provisions, and parts of the County Code not amended hereby, directly or by implication, shall remain in full force and effect.
8. This Ordinance shall take effect and be in full force and effect from and after the third reading and the public hearing and enactment by the County Council in accordance with the County Code.

Ordained in meeting, duly assembled, this 17th day of December, 2013.

ATTEST:

Elizabeth Hulse,
Clerk to Oconee County Council

Joel Thrift,
Chairman, Oconee County Council

First Reading: November 19, 2013
Second Reading: December 3, 2013
Public Hearing: December 17, 2013
Third Reading: December 17, 2013

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2013-32

AN ORDINANCE TO AMEND OCONEE COUNTY ORDINANCE 2013-01 “AN ORDINANCE TO ESTABLISH THE BUDGET FOR OCONEE COUNTY AND TO PROVIDE FOR THE LEVY OF TAXES FOR ORDINARY COUNTY PURPOSES, FOR THE TRI-COUNTY TECHNICAL COLLEGE SPECIAL REVENUE FUND, FOR THE EMERGENCY SERVICES PROTECTION SPECIAL REVENUE FUND, FOR THE ROAD MAINTENANCE SPECIAL REVENUE FUND, FOR THE VICTIM SERVICES SPECIAL REVENUE FUND, FOR THE BRIDGE AND CULVERT CAPITAL PROJECT FUND, FOR THE GENERAL CAPITAL PROJECT FUND, AND FOR THE ECONOMIC DEVELOPMENT CAPITAL PROJECT FUND, ALL IN OCONEE COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2013 AND ENDING JUNE 30, 2014” IN CERTAIN LIMITED REGARDS AND PARTICULARS, ONLY; AND OTHER MATTERS RELATED THERETO

WHEREAS, Oconee County, South Carolina (the “County”), a body politic and corporate and a political subdivision of the State of South Carolina (the “State”), acting by and through its duly elected County Council (the “County Council”), has heretofore adopted and enacted Oconee County Ordinance 2013-01, “An Ordinance to establish the budget for Oconee County and to provide for the levy of taxes for ordinary county purposes, for the Tri-County Technical College Special Revenue Fund, for the Emergency Services Protection Special Revenue Fund, for the Road Maintenance Special Revenue Fund, for the Victim Services Special Revenue Fund, for the Bridge and Culvert Capital Project Fund, for the General Capital Project Fund and for the Economic Development Capital Project Fund, all in Oconee County for the Fiscal Year beginning July 1, 2013 and ending June 30, 2014” (the “Budget Ordinance”); and

WHEREAS, Oconee County has installed, or is the process of installing a Metro Ethernet, known as Oconee FOCUS, pursuant, in part, to a federal grant, and will provide services from that ethernet to other providers, for a fee, who will then provide direct service (“Last Mile”) to users in Oconee County; and

WHEREAS, Oconee County and Oconee FOCUS are not a “Common Carrier”, as defined in Federal telecommunications law, and will not be a Common Carrier and do not wish to become a Common Carrier, with respect to Oconee FOCUS, and therefore will individually negotiate every contract for service or services with respect to Oconee FOCUS; and

WHEREAS, County Council desires to establish the parameters and guidelines under which pricing will be established for negotiated contracts for service and services under Oconee FOCUS, and delegate to the Oconee County Administrator the direction and authority to

implement those parameters and guidelines and to negotiate and to execute such individually negotiated contracts on behalf of Oconee County; and

WHEREAS, Attachment A to the Budget Ordinance is the list of Council-approved provisos to the Budget Ordinance; and

WHEREAS, the County needs to amend Attachment A to the Budget Ordinance, in order to add a proviso (Section 18, currently), including the parameters and guidelines to be used by the Oconee County Administrator in negotiating and executing the individually negotiated contracts under Oconee FOCUS, as an attachment to such Provisos; and

WHEREAS, Oconee County, acting by and through the Oconee County Council, therefore desires to amend Attachment A to the Budget Ordinance to include a proviso (Section 18, currently), including the parameters and guidelines to be used by the Oconee County Administrator in negotiating and executing the individually negotiated contracts under Oconee FOCUS reflected in the attachment to this Ordinance, as an attachment to such Provisos; and to direct and authorize the Oconee County Administrator to individually negotiate and execute individual contracts under Oconee FOCUS in accordance with the proviso (Section 18, currently) to Attachment A of the Budget Ordinance and the attachment to this Ordinance:

NOW, THEREFORE, it is hereby ordained, by Oconee County Council, in meeting duly assembled that:

1. Attachment A to the Budget Ordinance is hereby amended by adding a new proviso ((Section 18, currently) and attachment thereto) to the Budget Ordinance in the form and contents of the attachment to this Ordinance.
2. The Oconee County Administrator is hereby authorized and directed to negotiate and execute individually negotiated contracts for Oconee FOCUS in accordance with this Ordinance and its Attachments.
3. Oconee County and Oconee FOCUS are not and are not to become “Common Carriers” for the purposes of Federal telecommunications law or any other law.
4. All other parts, terms, and provisions of the Budget Ordinance, including all attachments thereto, not otherwise specifically amended, directly or by implication, by this Ordinance, remain in full force and effect.
5. All other parts and provisions of the Oconee County Code of Ordinances not amended hereby, either explicitly or by implication, remain in full force and effect.
6. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.

7. All ordinances, orders, resolutions, and actions of Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.

8. This Ordinance shall take effect and be in full force and effect from and after third reading and enactment by Oconee County Council.

ORDAINED in meeting, duly assembled, this ____ day of _____, 201__.

ATTEST:

Elizabeth Hulse,
Clerk to Oconee County Council

Joel Thrift,
Chairman, Oconee County Council

First Reading: December 3, 2013
Second Reading: December 17, 2013
Third Reading: _____
Public Hearing: _____

ATTACHMENT 1
OCONEE COUNTY ORDINANCE 2013-32

The new proviso Section 18 to be added to Attachment A (“Provisos”) of Oconee County Ordinance 2013-01, will read as follows:

Section 18. The Oconee County Administrator is authorized and directed to negotiate and execute, on behalf of Oconee County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina, individually negotiated contracts for service and services under Oconee FOCUS, in accordance with the parameters and guidelines attached to these provisos as Attachment 2 (to the provisos (Attachment A) of the Oconee County budget ordinance).

Attachment 2 to Attachment A of 2013-01 for Oconee FOCUS

Oconee County Pricing Considerations

August 27, 2013

Rev 2

Goals

Priced low enough to:

- Encourage providers to leverage Oconee FOCUS assets to deliver new services.
- Lower market entry barriers for new and alternative providers.
- Make retail services competitive with other regions of the country.
- Enable the provider to obtain sufficient margins to cover their operating expenses and provide a reasonable profit.

Priced high enough to:

- Generate sufficient revenues to cover ongoing operations and maintenance expenses.
- Generate sufficient revenues to repay \$3.8 million in matching funds expended by Oconee County.
 - If anchors are not charged for services, avoided costs (based on market rates for received services) need to count against the matching funds.
- Cover incremental operation and maintenance (O&M) and equipment costs.

Base Service

The base service provided by Oconee FOCUS is a Metro Ethernet with the following options:

- Port Rates of 1Gbps or 10Gbps
- Committed Interface Rates (CIR) for transport of 50 Mbps, 100 Mbps, 250 Mbps, 500 Mbps, 1 Gbps, and 10 Gbps
- Virtual Private Network (VPN) based on various best effort and CIR transport rates.
- Distance of circuit demarcation to hub or other customer site. Typical prices based on 0 to 10 miles, 11 to 25 miles, 26 to 35 miles, and 36 to 50 miles.
- Access to commodity Internet bandwidth

In addition Oconee FOCUS can provide a Passive Optical Network (PON) port for providers serving residential or small commercial with their own last-mile connection.

Considerations

1. Each contract must be individually negotiated. Oconee FOCUS does not publish or follow set “rates”.
2. Oconee FOCUS prices are “wholesale”, and must consider the Internet Service Provider (ISP) expenses and profit when doing a comparison to “retail” services in Oconee County and other regions.

3. Other firm's tariffs provide a general idea of what pricing is, but will tend to overstate actual negotiated contracts.
4. Cost-based calculations conducted for Oconee County provide a starting point for contract discussions.
5. Connection costs must be considered for all connection agreements.

Oconee County Staff will calculate and maintain illustrative examples, for use by the Oconee County Administrator in Oconee FOCUS contract negotiations and discussions (each of which will be individually done and each of which will be proprietary information, of the County and of the other party to each contract) of prices charged in similar markets for similar services.

Further the calculated pricing will not include initial set up fees, drop costs, or CPE costs. These costs should be included in the set-up fee and based on a cost plus calculation.

In addition, the Oconee County Administrator may take other pricing considerations into account, as long as they are consistent with the goals and conditions of these guidelines.

Pricing Examples

Illinois Century Network

Illinois Century Network (Illinois AT&T Statewide Opt-E-Man Pricing) is available. Connectivity services are made available to all state agencies, boards, commissions, schools (K-12, community colleges, and universities), libraries, museums, health care facilities, offices of the Illinois House and Senate, and Constitutional officers.

- Two levels of service offered (bronze and silver, varying level of packet delivery rate, latency, and jitter). See "additional detail"
- Two port rates 100Mbps and 1 Gbps.
- CIR rates of 5 Mbps, 10 Mbps, 20 Mbps, 50 Mbps, and 100 Mbps for 100 Mbps port.
 - Prices range from \$831 to \$1,293 per month for Bronze service with 3 year contract
 - Prices range from \$770 to \$1,157 per month for Bronze service with a 5 year contract
- CIR rates of 50 Mbps, 100 Mbps, 250 Mbps, 50 Mbps, and 1 Gbps for 1 Gbps port.
 - Prices range from \$1,538 to \$2,040 per month for Silver service with 3 year contract
 - Prices range from \$1,370 to \$1,801 per month for Silver service with a 5 year contract
- Up to \$25,000 in local loop construction included.
- It appears that costs for drops and CPE are the customer's responsibility.

Raleigh NC Area CAI Connections from Time Warner

Based on invoices from Time Warner for a suburban community for school, library, and other city facilities.

- 10 Mbps \$535 per month
- 50 Mbps \$1,420 per month

- 250 Mbps \$1,720 per month
- 1 Gbps \$2,400 per month

Raleigh NC Area Commodity Bandwidth

Commodity Bandwidth (retail) Raleigh NC Area.

- Dukenet: \$1,800 per month for 100Mbps
- NCREN: \$1,900 to \$2,400 per month for 100Mbps
- Paetec: \$2,800 to per month for 100Mbps
- City of Wislon: \$1,800 per month for 100Mbps

AT&T (Bell South) Tariffs in South Carolina

- A Basic BellSouth Metro Ethernet service connection operating at any speed is capable of interconnecting with other Basic BellSouth Metro Ethernet service connections that are operating at any of these speeds in the same metropolitan area.
- Premium BellSouth Metro Ethernet service connections are available with “Fixed” and “Burst” capabilities unless specified otherwise. With the fixed arrangement, Premium BellSouth Metro Ethernet service connections will have the bandwidth ordered (e.g., 10 Mbps) available across the BellSouth Metro Ethernet service network. With the Burst arrangement, Premium BellSouth Metro Ethernet service Connections will have the ability to send burst of data above their CBW rate, if network capacity and facilities are available.
- A Virtual BellSouth Metro Ethernet Service Connection operating at any of these speeds is capable of interconnecting with other Virtual BellSouth Metro Ethernet Service Connections that are operating at any of these speeds in the same metropolitan area. A Virtual BellSouth Metro Ethernet Service Connection provides 2 Mbps, 4 Mbps, 8 Mbps, 10 Mbps, 20 Mbps, 50 Mbps, 80 Mbps, 100 Mbps, 200 Mbps, 300 Mbps, 450 Mbps, 600 Mbps, 750 Mbps and 900 Mbps Ethernet capabilities that are a part of a BellSouth Metro Ethernet Service network within a metropolitan area. Virtual BellSouth Metro Ethernet Service provides the ability to order Ethernet Service where a single customer connection can support multiple applications with varying Quality of Service (QoS) features and Classes of Service.

STATE OF SOUTH CAROLINA
OCONEE COUNTY
RESOLUTION R2013-20

**A RESOLUTION AUTHORIZING THE PURCHASE OF
CERTAIN REAL PROPERTY IN WALHALLA, SOUTH
CAROLINA, BY OCONEE COUNTY**

WHEREAS, Oconee County, South Carolina (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina (the "State"), acting by and through its governing body, the Oconee Count Council (the "County Council") is in the process of constructing a new County detention center (the "Project"), adjacent to the current County detention center; and

WHEREAS, funding for the Project has been made available through the issuance by the County of general obligation bonds (the "Bonds"); and

WHEREAS, an unexpected opportunity has arisen to purchase a tract of real property (the "Real Property") abutting the construction site for the Project, which would enable the County to improve the design for the Project, provide additional buffering and site development improvements for neighboring properties, while actually providing a net (including cost of acquiring the Real Property) Project cost savings to the County; and

WHEREAS, the Oconee County Administrator, with the knowledge and authorization of County Council, has negotiated a purchase price for the Real Property with the owner thereof based on fair market value appraisals by two certified appraisers (the "Purchase Price"); and

WHEREAS, for the foregoing reasons, Oconee County Council desires to purchase the real property for the benefit of the Project, its neighbors, Oconee County citizens, and other uses of the County:

NOW, THEREFORE, it is hereby resolved by Oconee County Council, in meeting duly assembled, that:

1. The Oconee County Administrator is hereby authorized to complete the purchase of 102 Lura Lane, Walhalla, South Carolina, TMS #500-19-01-003, in fee simple, absolute, with good and marketable title from its lawful owner, believed to be Barbra T. Fisher, for the agreed upon Purchase Price of \$ _____, plus the usual ordinary and reasonable closing costs customary to such a transaction and to undertake such other lawful actions, consistent herewith, to obtain good and marketable title to such property for the County.

2. Should any portion of this Resolution be deemed unconstitutional or otherwise enforceable by any court of competent jurisdiction, such determination should not affect the remaining terms and provisions of this Resolution, all of which are hereby deemed separable.

3. All orders, resolutions and enactments of Oconee County Council inconsistent herewith are to the extent of such inconsistency only, hereby repealed, revoked and rescinded.

4. This Resolution shall take effect and be in full force and effect after enactment by Oconee County Council.

APPROVED AND ADOPTED this 17th day of December, 2013.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Joel Thrift, Chairman of County Council,
Oconee County, South Carolina

ATTEST:

By: _____
Elizabeth G. Hulse, Clerk to County Council
Oconee County, South Carolina

**STATE OF SOUTH CAROLINA
OCONEE COUNTY
RESOLUTION R2013-21**

**A RESOLUTION IN SUPPORT OF THE STATEWIDE
EFFORT IN SOUTH CAROLINA TO MANAGE, BRAND,
SUSTAIN AND MARKET OUR STATEWIDE SCENIC AND
CULTURAL ASSETS**

WHEREAS, Oconee County, South Carolina (the “County”) is widely recognized as the home of beautiful lakes, rivers, mountain scenery and forests; and,

WHEREAS, the County has substantially maintained much of its traditional history, farm lands, small rural community heritage and culture; and,

WHEREAS, the County is fortunate to have the Cherokee Trail, a major artery through Oconee County, designated as a Scenic Highway; and,

WHEREAS, the County is committed to preserving these qualities and assets of the County for the enjoyment of its residents and visitors, both today and for future generations, as evidenced by its Vision and Mission Statements, Comprehensive Plan and Vision 2028 strategic document; and,

WHEREAS, the County recognizes that tourism is an important and strategic industry and growing part of our local, state and regional economy, creating a strong competitive advantage for the County; and,

WHEREAS, the County values important partnerships with the South Carolina Department of Commerce, South Carolina Department of Parks, Recreation and Tourism, South Carolina Department of Agriculture, South Carolina Department of Transportation, the South Carolina National Heritage Corridor, Upstate Forever, Ten at the Top and other organizations whose mission and mission statements include, among other things, the management, preservation, and beneficial use of our irreplaceable scenic and cultural assets; and,

WHEREAS, Oconee County, South Carolina welcomes leveraging these relationships to achieve sustainable solutions for our future needs; and,

WHEREAS, the South Carolina National Heritage Corridor and the University of South Carolina are spearheading an effort to manage, brand, market, and sustain the scenic and cultural assets of the state, and Oconee County Council (the “County Council”) desires to go on record as supporting that effort, and intending to participate in that effort, subject to the availability and appropriation of required funding:

NOW, THEREFORE, on this 17th day of December, 2013 in meeting duly assembled, the Oconee County Council hereby resolves, subject to its participation in and final definition

and funding to support, and provide its full cooperation and support for the proposed comprehensive management, branding, marketing, and sustainability strategy effort for scenic and cultural assets of the State, being led by the South Carolina National Heritage Corridor and University of South Carolina.

Should any portion of this Resolution be deemed unconstitutional or otherwise enforceable by any court of competent jurisdiction, such determination should not affect the remaining terms and provisions of this Resolution, all of which are hereby deemed separable.

All orders, resolutions and enactments of Oconee County Council inconsistent herewith are to the extent of such inconsistency only, hereby repealed, revoked and rescinded.

This Resolution shall take effect and be in full force and effect after enactment by Oconee County Council.

APPROVED AND ADOPTED this 17th day of December, 2013.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Joel Thrift, Chairman of County Council,
Oconee County, South Carolina

ATTEST:

By: _____
Elizabeth G. Hulse, Clerk to County Council
Oconee County, South Carolina



OCONEE COUNTY COUNCIL
ABSTENTION FORM

Council Member Name: _____

JOEL THRIFT

[Please Print]

Council Member Signature: _____

Meeting Date: _____

12/17/2013

Item for Discussion/Vote: _____

HB 13-07

Reason for Absention: _____

I was not present for original meeting/discussion



I have a personal/familial interest in the issue.

Other: _____

Elizabeth G. Hulse
Clerk to Council

[This form to be filed as part of the permanent record of the meeting.]

PROCUREMENT - AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: December 17, 2013

ITEM TITLE:

Procurement #: ITB 13-05 Title: Replacement of Compactors & Containers Department: Solid Waste Amount: \$140,972.77

FINANCIAL IMPACT:

- Procurement was approved by Council in Fiscal Year 13-14 budget process for \$139,370.00, as part of the Lease Purchase.
Finance Approval: Mark A. Bellinger
Additional funds needed in the amount of \$1,602.77 will come from Solid Waste Capital Equipment budget.

BACKGROUND DESCRIPTION:

This bid is for seven (7) four-cubic yard stationary compactor units with power units, guide islands and hoppers to be installed at the following Manned Convenience Centers: 3 units at the Strawberry Farm Center, 2 units at the Ebenezer Convenience Center, 1 unit each at Richland and Port Bass Convenience Centers. The contractor is to provide full installation including all required electrical work. The bid also includes three (3) forty yard closed octagon receiving containers. The replaced units will be sold for scrap metal by Solid Waste or sold on GovDeals.

On November 21, 2013, formal sealed bids were opened for this project. This bid was originally sent to eight bidders and six bidders attended the mandatory pre-bid meeting. Five firms submitted bids, with Nu-Life Environmental, Inc., of Easley, SC, submitting the lowest bid of \$140,972.77

ATTACHMENT:

1. Bid Tab

STAFF RECOMMENDATION :

It is the staff's recommendation that Council approve the purchase of seven stationary compactor units and three forty yard closed containers, to Nu-Life Environmental, Inc., of Easley, SC, in the amount of 140,972.77, per ITB 13-05.

Submitted or Prepared By: Robyn Courtwright
Robyn Courtwright, Procurement Director

Approved for Submittal to Council: T. Scott Moulder
T. Scott Moulder, County Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.

Bidders		Bakers Waste Equipment		Becker Complete Compactor		Nu-Life Environmental		Reaction Distributing		Wastequip Mfg. Co.	
Address		Valdese, NC		W. Columbia, SC		Easley, SC		Ontario, Canada		Statesville, NC	
Approx Qty	Description	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
7	Compactor unit as specified including charging chamber, ram and hopper.	\$15,556.00	\$108,895.00	\$16,535.62	\$115,755.36	\$15,407.70	\$107,863.90	\$14,636.00	\$102,445.00	\$23,077.97	\$161,545.79
3	Provide unit cost if County purchases 1-3 Containers	\$6,080.00	\$18,240.00	\$6,865.95	\$20,597.85	\$5,298.00	\$15,894.00	\$6,490.00	\$19,470.00	\$6,408.00	\$19,224.00
0	Provide unit cost if County purchases 4-7 Containers	\$5,957.00	\$0.00	\$6,865.95	\$0.00	\$5,259.00	\$0.00	\$6,490.00	\$0.00	\$6,332.00	\$0.00
	Sub-Total		\$127,145.00		\$136,354.19		\$123,747.90		\$121,915.00		\$180,769.79
	Sales Tax 9% on equipment		\$7,628.78		\$8,781.25		\$7,424.87		\$7,314.30		\$10,845.19
7	Installation (not taxed)	\$1,200.00	\$8,400.00	\$1,400.00	\$9,800.00	\$1,400.00	\$9,800.00	\$1,720.00	\$12,040.00	\$1,500.00	\$10,500.00
	GRAND TOTAL		\$143,174.78		\$154,335.44		\$140,972.77		\$141,269.30		\$202,115.98


PROCUREMENT - AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: December 17, 2013

ITEM TITLE:

Procurement #: ITB 13-07 Title: Road Improvements 2013-2014 Department: Roads and Bridges Amount: \$343,028.79

FINANCIAL IMPACT:

- Procurement was approved by Council in Fiscal Year 2013-2014 budget process.
 - CONTINGENCY FUNDING:** Amount: \$31,184.44 Description: A 10% contingency is requested to account for asphalt indexing, rock or unsuitable materials encountered, and any other unforeseen items that may arise.
- Finance Approval: 

BACKGROUND DESCRIPTION:

On December 3, 2013, formal sealed bids were opened for Road Improvements 2013-14 to include construction services and paving of Lynx Lane and RC Drive in Westminster and East Capewood Ave. and Dobson Cove in Seneca. All together these roads amount to approximately 4,602 feet with two improved cul-de-sacs. Fifty-seven companies were originally notified of this bid opportunity with three companies submitting bids. The bid forms were divided into the two roads in Westminster and the two roads in Seneca, and Thrift Development, Inc, submitted the lowest bid for all roads as follows:


Lynx Lane and RC Drive in Westminster, SC	\$170,668.10
East Capewood Ave and Dobson Cove in Seneca, SC	\$141,176.25
Total for all Roads	\$311,844.35
10% Contingency	\$31,184.44
TOTAL AWARD AMOUNT	\$343,028.79

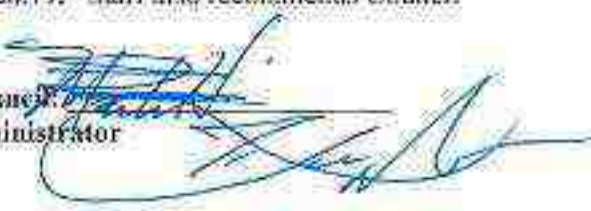
ATTACHMENT(S):

1. Bid Tabs
2. Contract

STAFF RECOMMENDATION:

It is the staff's recommendation that Council (1) approve the Award of ITB 13-07, Road Improvements 2013-2014 to Thrift Development, Inc., of Seneca, SC, in the amount of \$311,844.35, plus 10% contingency in the amount of \$31,184.44, for a total award of \$343,028.79. Staff also recommends Council (2) authorize the County Administrator to approve any change orders within the contingency amount.

Submitted or Prepared By: 
Robyn Courtright, Procurement Director

Approved for Submittal to Council: 
T. Scott Moulder, County Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.

Bidders	S & S Construction	Thrift Brothers, Inc.	Thrift Development		
Address	Anderson, SC	Seneca, SC	Seneca, SC		
Submitted Bid	Yes	Yes	Yes		
Addendum No. 1	Yes	Yes	Yes		
Bid Bond	Yes	Yes	Yes		
Lynx Lane & RC Drive Grand Total	\$185,202.69	\$216,281.83	\$170,668.10		
East Capewood Ave & Dobson Cove Grand Total	\$219,458.90	\$230,286.20	\$141,176.25		
TOTAL AWARD FOR ALL ROADS			\$311,844.35		
10% Contingency			\$31,184.44		
TOTAL AWARD:			\$343,028.79		

I hereby certify that to the best of my knowledge this tabulation of bids is correct.

Robyn Courtright
Procurement Officer

Lynx Lane & RC Drive

Bidders				S & S Construction		Thrift Brothers, Inc.		Thrift Development	
Address				Anderson, SC		Seneca, SC		Seneca, SC	
Item #	Approx Qty	Unit	Description	Unit Price	Lump Sum Price	Unit Price	Lump Sum Price	Unit Price	Lump Sum Price
1	1	LS	Mobilization	\$ 14,800.00	\$ 14,800.00	\$ 12,825.00	\$ 12,825.00	\$ 9,000.00	\$ 9,000.00
2	1	LS	Clearing & Grubbing	10,200.00	\$ 10,200.00	4,500.00	\$ 5,900.00	25,000.00	\$ 25,000.00
3	1	LS	Rough Grading (Cut 550 CY / Fill 1,350 CY) Fill adjusted with 20% fill factor.	22,000.00	\$ 22,000.00	24,975.00	\$ 24,975.00	32,300.00	\$ 32,300.00
4	1	LS	Fine Grading	6,600.00	\$ 6,600.00	4,000.00	\$ 6,000.00	8,000.00	\$ 8,000.00
5	0	CY	Rock Excavation - List Unit Price ONLY - Do Not include in grand total	105.00	-	95.00	-	100.00	-
6	0	CY	Unsurable Material - List Unit Price ONLY - Do Not include in grand total	180.00	-	15.00	-	9.00	-
7	1	LS	Staking	6,000.00	\$ 6,000.00	4,000.00	\$ 6,000.00	5,000.00	\$ 6,000.00
8	1	LS	Stabilized Construction Entrance	160.00	\$ 160.00	2,500.00	\$ 2,500.00	2,150.00	\$ 2,150.00
9	480	LF	Silt Fence	2.00	\$ 960.00	2.00	\$ 1,392.00	2.50	\$ 1,200.00
10	15	EA	Erosion Belt	93.25	\$ 1,398.75	85.00	\$ 685.00	100.00	\$ 1,500.00
11	4	EA	Rip Rap Inlet Pads	275.00	\$ 1,100.00	1,500.00	\$ 2,250.00	275.00	\$ 1,100.00
12	5	EA	Rip Rap Outlet Pads	370.00	\$ 1,850.00	2,200.00	\$ 1,100.00	325.00	\$ 1,625.00
13	173	SY	Vegetative Matting	4.00	\$ 692.00	3.75	\$ 648.75	1.25	\$ 216.25
14	4153	SY	Grassing	0.40	\$ 1,661.20	0.60	\$ 2,491.80	0.45	\$ 1,868.85
15	32	LF	Culvert #1 - 60" RCP	160.00	\$ 5,120.00	270.00	\$ 4,095.00	255.00	\$ 3,262.50
16	20	LF	Culvert #2 - 18" RCP	40.00	\$ 800.00	75.00	\$ 1,500.00	30.00	\$ 600.00
17	40	LF	Culvert #3 - 18" RCP	40.00	\$ 1,600.00	75.00	\$ 3,000.00	30.00	\$ 1,200.00
18	94	LF	Culvert #4 - 18" RCP	40.00	\$ 3,760.00	75.00	\$ 7,032.00	30.00	\$ 2,790.00
19	52	LF	Culvert #5 - 18" RCP	40.00	\$ 2,080.00	75.00	\$ 4,050.00	30.00	\$ 1,560.00
20	332	LF	Driveway Culverts - 13" RCP	34.00	\$ 11,368.00	65.00	\$ 21,512.00	27.00	\$ 8,954.00
21	896	TON	Soil Up	29.00	\$ 25,888.00	35.00	\$ 25,940.00	6.00	\$ 5,352.00
22	692	TON	Asphalt Surface - 225 lbs/SY	74.00	\$ 51,408.00	75.00	\$ 51,900.00	73.00	\$ 50,436.00
Grand Total Lynx Lane & RC Drive					585,232.00		216,281.85		170,868.10
Submitted Bid				Yes		Yes		Yes	
Bid Bond				Yes		Yes		Yes	
Addendum 1				Yes		Yes		Yes	
References				Yes		Yes		Yes	
Contractors License				Yes		Yes		Yes	

I hereby certify that to the best of my knowledge the distribution of bids is
in correct

 Robyn Courtright
 Procurement Director

E. Capewood Ave & Dobson Cove

Bidders				S & S Construction		Thrift Brothers, Inc.		Thrift Development	
Address				Anderson, SC		Seneca, SC		Seneca, SC	
Item #	Approx Qty	Unit	Description	Unit Price	Lump Sum Price	Unit Price	Lump Sum Price	Unit Price	Lump Sum Price
1	1	LS	Mobilization	\$ 18,000.00	\$ 18,000.00	\$ 17,400.00	\$ 17,400.00	\$ 4,000.00	\$ 4,000.00
2	1	LS	Clearing & Grubbing	23,000.00	\$ 23,000.00	16,400.00	\$ 16,400.00	20,000.00	\$ 20,000.00
3	1	LS	Rough Grading (Cut 3,400 CY / Fill 3,600 CY) FSI Adjusted with 20% Fill Factor	30,000.00	\$ 30,000.00	48,000.00	\$ 48,000.00	20,000.00	\$ 20,000.00
4	1	LS	Final Grading	13,000.00	\$ 13,000.00	14,000.00	\$ 14,000.00	6,000.00	\$ 6,000.00
5	0	CY	Rock Excavation Last Unit Price ONLY - Do Not include in grand total	500.00	\$ -	28.00	\$ -	100.00	\$ -
6	0	CY	Unusable Material Last Unit Price ONLY - Do Not include in grand total	100.00	\$ -	10.00	\$ -	9.00	\$ -
7	1	LS	Staking	7,000.00	\$ 7,000.00	10,000.00	\$ 10,000.00	2,500.00	\$ 2,500.00
8	1	LF	Stabilized Construction Entrance	1,000.00	\$ 1,000.00	3,500.00	\$ 3,500.00	2,100.00	\$ 2,100.00
9	375	LF	Silt Fence	2.50	\$ 937.50	3.00	\$ 1,125.00	2.00	\$ 750.00
10	38	EA	Erosion Mats	100.00	\$ 3,800.00	50.00	\$ 1,900.00	100.00	\$ 3,800.00
11	3	EA	Rip Rap Gravel Pads	490.00	\$ 1,350.00	1,000.00	\$ 5,400.00	325.00	\$ 975.00
12	1,958	SY	Vegetative Matting	1.50	\$ 2,937.00	3.00	\$ 5,874.00	1.25	\$ 2,447.50
13	6,395	SY	Grassing	1.12	\$ 7,163.60	0.68	\$ 4,350.60	0.40	\$ 2,558.00
14	24	LF	Culvert #1 - 18" RCP	30.00	\$ 720.00	78.00	\$ 1,872.00	30.00	\$ 720.00
15	52	LF	Culvert #2 - 24" RCP	50.00	\$ 2,600.00	89.00	\$ 4,628.00	35.00	\$ 1,730.00
16	40	LF	Culvert #3 - 24" RCP	50.00	\$ 2,000.00	59.00	\$ 2,360.00	37.00	\$ 1,480.00
17	40	LF	Culvert #4 - 18" RCP	40.00	\$ 1,600.00	78.00	\$ 3,120.00	30.00	\$ 1,200.00
18	360	LF	Driveway Culverts - 15" RCP	30.00	\$ 10,800.00	59.00	\$ 21,240.00	20.00	\$ 7,200.00
19	1116	TON	Soil Up	31.30	\$ 34,930.80	28.00	\$ 31,248.00	7.00	\$ 7,812.00
20	515	TON	Asphalt Surface - 225 lbs/SY	80.00	\$ 41,200.00	75.00	\$ 38,625.00	71.00	\$ 36,585.00
Grand Total E. Capewood Ave & Dobson Cove					219,458.60		230,208.20		141,176.25
Submitted Bid				Yes		Yes		Yes	
Bid Bond				Yes		Yes		Yes	
Addendum 1				Yes		Yes		Yes	
References				Yes		Yes		Yes	
Contractor's License				Yes		Yes		Yes	

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE**

THIS AGREEMENT made and entered into this ____ day of _____, 2013, by and between OCONEE COUNTY, South Carolina (hereinafter "the COUNTY") and, Thrift Development, Inc. (hereafter "the CONTRACTOR").

1. SCOPE OF WORK

- a. For and in consideration of the Lump sum prices hereinafter specified, (see Attachment A Bid Form), CONTRACTOR agrees to perform on behalf of the COUNTY certain road construction and asphalt surfacing at the direction of Oconee County, the total of such work not to exceed \$311,844.35 dollars. The Roads and Bridges Manager of Oconee County shall elect roads to be constructed by the CONTRACTOR at the prices stated in the contractor's bid proposal.

2. PROGRESS PAYMENTS

Payments are to be made for work described above on the tenth (10th) day of the month or as mutually agreed to in writing by the County and the Contractor. However, CONTRACTOR agrees to pay, as liquidated damages, the sum of one thousand (\$1000.00) dollars per day for all days in excess of agreed completion date listed below under Section 3, Contract Period.

The COUNTY shall retain 10% of all payments to insure payments insure full compliance with the contract.

3. CONTRACT PERIOD

The Contract Period and effective term of the Agreement shall run on or about January 13, 2014, until June 30, 2014, unless the parties mutually agree in writing to extend the same.

4. OBLIGATIONS OF CONTRACTOR

- a. The CONTRACTOR shall furnish, for a contract price specified herein, all labor, materials, equipment, machinery and supplies necessary to perform and complete construction and asphalt surfacing of the roads according to the general plans and specifications, to cause to be paid subcontractors, material, men and suppliers for such equipment, as well as any lessors thereof.
- b. CONTRACTOR agrees to comply with all Federal, state and local laws and regulations with regard to road construction and paving.
- c. CONTRACTOR shall employ certified personnel and equipment to prepare daily analysis reports that provide information regarding plant mix, including bitumen content, gradation, marshal stability. The COUNTY shall be supplied with a copy of this daily analysis report. If CONTRACTOR is running State work and COUNTY work simultaneously, the CONTRACTOR will submit a copy of the State's analysis report in lieu of a separate report for the COUNTY work. COUNTY reserves the right, at its discretion, to employ a qualified independent testing agency to perform testing at the plant site or from the product delivered to the job site, using

CONTRACTOR'S equipment at no additional cost to the **COUNTY**, to verify that specified mix design is being batched.

- d.** Prior to any payments, **CONTRACTOR** will furnish to the **COUNTY** a performance bond and payment surety in the penal sum of \$311,844.35 dollars issued by a good and sufficient surety company licensed to do business in the State of South Carolina. Said bond shall be acquired by the **CONTRACTOR** at its own expense and provide appropriate provisions warranting that the construction and work performed by the **CONTRACTOR** or its employees or subcontractors shall be free of defects in workmanship and materials for a period of one (1) year from date of acceptance of the total contract by the **COUNTY**.
- e.** **CONTRACTOR** will furnish to the **COUNTY** proof to the satisfaction of the County that the **CONTRACTOR** is licensed to do business in the State of South Carolina.
- f.** **CONTRACTOR** shall submit proof of valid policies currently in force for worker's compensation insurance for all employees of the **CONTRACTOR**, as well as public liability insurance of at least \$2,000,000 limit.
- g.** **CONTRACTOR** shall furnish at all times in all phases of construction qualified key personnel including, but not limited to, operators, laborers, one foreman, plus sufficient trucks and drivers.
- h.** **CONTRACTOR** may assign only one crew at a time per road to **COUNTY** work, unless approved by the Oconee County Roads and Bridges Manager at least 24-hours prior to second crew beginning work. No asphalt work is authorized without an Oconee County Inspector on site. Any work done without an Oconee County Inspector present is subject to removal and replacement solely at the **CONTRACTOR'S** expense.

5. DUTIES AND OBLIGATIONS OF THE COUNTY

- a.** **COUNTY** shall pay **CONTRACTOR** for work and service performed by it according to the provisions of this agreement in the manner specified herein.
- b.** The **COUNTY** warrants that it has sufficient and valid right-of-ways for the roads upon which **CONTRACTOR** is to perform services. The **COUNTY** will, on a regular basis, consult with and be available for direction and designation of work to be done according to the terms of the Agreement, in such a matter as to prevent undue stoppage or delay of work on the part of the **CONTRACTOR**.
- c.** Notwithstanding any other provisions of this agreement, the parties understand and agree that nothing herein shall require the **COUNTY** to designate any specific amount of work for the **CONTRACTOR** and its crew to perform and may elect to work or cause to be reworked only such of its roads as it deems to be in the best interests and needs, not to exceed the maximum contract sum specified herein, all without the consent of the **CONTRACTOR**.

6. GOVERNING LAW

- a. The parties mutually agree that the terms and conditions hereof shall be governed by and construed under the laws of the State of South Carolina, and that any controversy hereunder shall be submitted to and come within the jurisdiction of the Courts of Oconee County, S.C.
- b. The specifications and bid package #13-07, which was duly awarded by the Oconee County Council are hereby made an integral part of this contract by reference and is to be adhered to unless specifically altered by this contract.

TO ALL OF WHICH the parties have heretofore agreed, and in witness whereof have hereunto placed their Seals and cause these present to be executed by their officers and agents authorized to do so this date and date first above written.

Signed, Sealed and Delivered
In the Presence of:
(As to County)

OCONEE COUNTY

(SEAL)

By: _____
Joel Thrift
Oconee County Council Chair

(As to Contractor)

(SEAL)

By: _____

COUNTY OF OCONEE

Procurement Office, 415 S. Pine Street, Walhalla, SC 29691
Ph: (864) 638-4141 / Fax: (864) 638-4142

BID FORM – LYNX LANE AND RC DRIVE

BID NUMBER: 13-07

DATE: November 7, 2013

OPENING DATE AND TIME: December 3, 2013 @ 2:00 pm EST

OPENING LOCATION: Oconee County Procurement Office
County Administrative Building, Room 104
415 S. Pine Street, Walhalla, SC 29691

PROCUREMENT OF: Lynx Lane and RC Drive

Approx Qty	Unit	Description	Unit Price	Lump Sum Price
1	LS	Mobilization	6,000 ⁰⁰	6,000 ⁰⁰
1	LS	Clearing & Grubbing	25,000 ⁰⁰	25,000 ⁰⁰
1	LS	Rough Grading (Cut 530 CY / Fill 1,350 CY) Fill adjusted with 20% fill factor.	32,300 ⁰⁰	32,300 ⁰⁰
1	LS	Fine Grading	8,000 ⁰⁰	8,000 ⁰⁰
0	CY	Rock Excavation – List Unit Price ONLY– Do Not include in grand total	100 ⁰⁰	0
0	CY	Unsuitable Material - List Unit Price ONLY– Do Not include in grand total	9 ⁰⁰	0
1	LS	Staking	5,000 ⁰⁰	5,000 ⁰⁰
1	LS	Stabilized Construction Entrance	2,150 ⁰⁰	2,150 ⁰⁰
480	LF	Silt Fence	2.50	1,200 ⁰⁰
19	EA	Erosion Eels	100 ⁰⁰	1,900 ⁰⁰
4	EA	Rip Rap Inlet Pads	325 ⁰⁰	1,300 ⁰⁰
5	EA	Rip Rap Outlet Pads	325 ⁰⁰	1,625 ⁰⁰
173	SY	Vegetative Matting	1.25	216 ²⁵
4,193	SY	Grassing	0.45	1,886 ⁸⁵
52	LF	Culvert #1 – 60" RCP	255 ⁰⁰	13,260 ⁰⁰
20	LF	Culvert #2 – 18" RCP	30 ⁰⁰	600 ⁰⁰
40	LF	Culvert #3 – 18" RCP	30 ⁰⁰	1,200 ⁰⁰
44	LF	Culvert #4 – 18" RCP	30 ⁰⁰	1,320 ⁰⁰
52	LF	Culvert #5 – 18" RCP	30 ⁰⁰	1,560 ⁰⁰
332	LF	Driveway Culverts – 15" RCP	22 ⁰⁰	7,304 ⁰⁰
998	TON	Set Up	8 ⁰⁰	7,984 ⁰⁰
692	TON	Asphalt Surface – 225 lbs/SY	73.50	50,862 ⁰⁰
DO NOT WRITE IN ANY ADDITIONAL PRICING. ALL COST SHALL BE INCLUDED IN UNIT PRICE				
Contractor's Grand Total				\$170,668 ¹⁰

COMPANY NAME: THRIFT DEVELOPMENT Corp. DATE: Dec. 3, 2013SIGNATURE: [Signature] PRINT SIGNATURE: T. MARSHALL MCKEE

COUNTY OF OCONEE

Procurement Office, 415 S. Pine Street, Walhalla, SC 29691
Ph: (864) 638-4141 / Fax: (864) 638-4142

BID FORM – EAST CAPEWOOD AVENUE AND DOBSON COVE

BID NUMBER: 13-07

DATE: November 7, 2014

OPENING DATE AND TIME: December 3, 2013 at 2:00pm EST

OPENING LOCATION: Oconee County Procurement Office
County Administrative Building, Room 104
415 S. Pine Street, Walhalla, SC 29691

PROCUREMENT OF: East Capewood Avenue and Dobson Cove

Approx Qty	Unit	Description	Unit Price	Lump Sum Price
1	LS	Mobilization	\$ 4,000 ⁰⁰	4,000 ⁰⁰
1	LS	Clearing & Grubbing	10,000 ⁰⁰	10,000 ⁰⁰
1	LS	Rough Grading (Cut 3,400CY / Fill 3,600CY) Fill Adjusted with 20% Fill Factor.	38,000 ⁰⁰	38,000 ⁰⁰
1	LS	Fine Grading	8,800 ⁰⁰	8,800 ⁰⁰
0	CY	Rock Excavation List Unit Price ONLY– Do Not include in grand total	100 ⁰⁰	0
0	CY	Unsuitable Material List Unit Price ONLY– Do Not include in grand total	9 ⁵⁰	0
1	LS	Staking	2,500 ⁰⁰	2,500 ⁰⁰
1	LF	Stabilized Construction Entrance	2,150 ⁰⁰	2,150 ⁰⁰
375	LF	Silt Fence	2 ⁵⁰	937 ⁵⁰
38	EA	Erosion Ecls	100 ⁰⁰	3,800 ⁰⁰
3	EA	Rip Rap Outlet Pads	325 ⁰⁰	975 ⁰⁰
1,958	SY	Vegetative Matting	1 ²⁵	2,447 ⁵⁰
6,395	SY	Grassing	0 ⁴⁵	2,877 ⁷⁵
24	LF	Culvert #1 – 18" RCP	30 ⁰⁰	720 ⁰⁰
52	LF	Culvert #2 – 24" RCP	33 ⁰⁰	1,716 ⁰⁰
40	LF	Culvert #3 – 24" RCP	33 ⁰⁰	1,320 ⁰⁰
40	LF	Culvert #4 – 18" RCP	30 ⁰⁰	1,200 ⁰⁰
280	LF	Driveway Culverts – 15" RCP	22 ⁰⁰	6,160 ⁰⁰
1116	TON	Set Up	7 ⁵⁰	8,370 ⁰⁰
615	TON	Asphalt Surface—225 lbs/SY	73 ⁵⁰	45,202 ⁵⁰
DO NOT WRITE IN ANY ADDITIONAL PRICING. ALL COST SHALL BE INCLUDED IN UNIT PRICE				
Contractor's Grand Total				\$ 141,176 ²⁵

COMPANY NAME: THORNTON DEVELOPMENT Corp. DATE Dec. 3, 2013
SIGNATURE: T. Marshall McKee PRINT SIGNATURE T. Marshall McKee



Boards & Commissions

Boards & Commissions	State / OC Code Reference	Reps [DX-At Large]	Co-Terminus	Term Limits	4 Year Term	Meeting Date to Appoint	Paul Corbell	Wayne McCall	Archie Barron	Joel Thrift	Reg Dexter			
							2010-2014	2013-2016	2010-2014	2013-2016	2010-2014	2013-2016	2010-2014	2013-2016
							District I	District II	District III	District IV	District V	At Large	At Large	
Aeronautics Commission	2-282	5 - 2	YES	2X	YES	Jan - June 2013	Randy Renz [1]	David Bryant [1]	Edward Perry [1]	Dan Schmidt [2]	Ronald Chiles [1]	Thomas Luke [2]	Michael Gray [1]	
Arts & Historical Commission	2-321	5 - 2	YES	2X	YES	Jan - June 2013	Rick Bethea [1]	Luther Lyle [2]	VACANT	Barbara Waters [2]	H. Richardson [2]	Bess Ciupak [1]	Jean Dobson [2]	
Board of Zoning Appeals	38-5-1	5 - 2	YES	2X	YES	Jan - June 2013	Allen Medford [1]	Sammy Lee [2]	Gary Littlefield [1]	Marly McKee [2]	Dick Hughes [2]	Berry Nichols [1]	Paul Reckert [2]	
Building Codes Appeal Board		5 - 0	YES	2X	YES	Jan - June 2013	Roger Mize [2]	Matt Rochester [1]	Bob DuBose [1]	Mike Willimon [2]	Harry Tollison [2]			
Conservation Bank Board	2-381	Appointed by Category		2X	YES	Jan - June 2013	Shea Airey [1]	Andy Lee [2]	Rocky Nation [1]	Marvin Prater [2]	Frank Ables [1]	Richard Cain [1]	Glenn Buddin [1]	
Economic Development Commission	24-31	5 - 0	YES	3X	YES	Jan - June 2013	Dave Eldridge [1]	VACANT	Hank Field [3]	Sam Dickson [3]	Gene Blair [2]			
Scenic Highway Committee	26-351	0 - 2	YES	2X	YES	Jan - June 2013						Allen D. Boggs [1]	Staley Powell [1]	
Library Board	4-9-35 / 18-1	0 - 9	YES	2X	YES	Jan - June 2013	Daniel Day [2], Ellis Hughes [2], B Hetherington [1], H McPheeters [1], A Champion [1], P Taylor [1]				OPEN William Caster [1], Maria Jacobson [1]			
PRT Commission (members up for reappointment due to initial stagger)	6-4-25 2-381	Appointed by Industry		2X	YES	June 2013	Brian Greer [2], Rosemary Bailes [2], JoAnne Blake [2]			Becky Wise [1], Rick Lacey [1], David Layere [1], Mike Wallace [1]				
Planning Commission	6-29-310 32-4	5 - 2	YES	N/A	YES	February 2013	Andrea Heller	Bradley Hancox	William Gilster	Bud Childress	Ryan Honea	Gwen McPhail	John Lyle	
Behavioral Health Services Commission	2-281	0 - 7	YES	2X	3 yr.	June 2014	Steve Jenkins [1], Harold Ailey [1], Louie Holleman [1], Wanda Long [1], Fred Hamilton [1], Joan Black [1], Jare DuBois [1]							
Capital Project Advisory Committee	2-391	CC, PC, Infra, 2 @ Lf.	NO	3X	1 yr	May 2014	Council Representative Peorbell [2], Planning Commission GMcPhail [1], Infrastructure Advisory Representative Bwinchester [1]					Randy Abbott [1]	David Mead [3]	
Infrastructure Advisory Commission	34-1	N/A	NO	N/A	NO	January	Council Representative Appointed Annually							
ACOG BOD				N/A	NO	JAN 2013	Council Rep. CC CHAIR or designee (yearly), 2 yr terms Citizen Rep. Bob Winchester, Minority Rep. Bennie Cunningham							
Worklink Board						N/A	Worklink contacts Council w/ recommendations when seats open							

[#] - denotes term. [-2] denotes a member who has served one term and less than one half of an additional term making them eligible for one additional appointment.
 [SHADING] = reappointment requested - questionnaire on file. Denotes individual who DOES NOT WISH TO BE REAPPOINTED.
 Bold italics TEXT denotes member ineligible for reappointment - having served or will complete serving max # of terms at the end of their current term.

OCONEE COUNTY BOARD / COMMISSION / COMMITTEE CANDIDATE LISTING

	DX	AT LARGE	Reappoint Request	AERONAUTICS	PUBLIC SAFETY	REGULATORY	PLANNING	EDUCATION	TOURISM & REC.	Questionnaire Received Date
Bush, Lauraleigh	1						X			January 2013
Hehir, Michael	1	Yes					X			December 2012
Lengyel, Edward	1	Yes					X			September 2013
McMahan, Marie	1							X		December 2012
Mouw, James W.	1			X	X	X	X			November 2012
Phyllis, Darren	1				X	X		X		December 2012
Graham, William	2	Yes			X	X				October 2012
King, Stanley	2	Yes			X	X				January 2013
Richards, Charles	2					X				January 2013
DuBose, Bob	3		Yes			BLDG				December 2012
Gilster, William A.	3		Yes				PLAN			October 2013
Horton, Laurel	3							X		January 2013
Littlefield, Gary	3		Yes			BZA				May 2013
Perry, Edward	3			X						January 2013
Pearson, Frankie	4						X		X	September 2013
Carr, Deboarh	5							X	X	January 2013

Areas of Interest (Please check one or more)

Board/Commissions Applicable to Interests

Aeronautics	Aeronautics Commission
Public Safety, Health & Welfare	Anderson-George Behavior Health Services Commission Emergency Services Commission
Regulatory	Building Codes Appeal Board Parks, Recreation & Tourism Commission Board of Zoning Appeals
Planning Activities	Appalachian Council of Governments Board of Directors Board of Zoning Appeals Capital Project Advisory Committee Conservation Bank Board Economic Development Commission Planning Commission Scenic Highway Committee
Education	Arts & Historical Commission Library Board
Tourism & Recreation	Arts & Historical Commission Parks, Recreation & Tourism Commission Scenic Highway Committee



Oconee County
Council Office

T. Scott Moulder
Administrator

Oconee County
Administrative Offices
415 South Pine Street,
Walhalla, SC 29491

Phone: 864-718-1023
Fax: 864-718-1027

E-mail
bnhulsc@occonecsc.com

Paul Cabent
Vice Chairman
District I

Wayne McCall
District II

Archie Barron
District III

Joe Thrift
District IV
Chairman

Reginald T. Dexter
District V



.....LEGAL AD.....

**PLEASE ADVERTISE IN THE NEXT ISSUE
OF YOUR NEWSPAPER**

The Oconee County Council will hold a Public Hearing for **Ordinance 2013-36** "AN ORDINANCE TO CONDITION FUTURE PAYMENTS TO THE OCONEE JOINT REGIONAL SEWER AUTHORITY ON THE RECEIPT AND SUFFICIENCY OF DETAILED INVOICES FROM THE OCONEE JOINT REGIONAL SEWER AUTHORITY; TO FORMALLY REQUEST THAT A MEMBER OF THE OCONEE COUNTY COUNCIL AND THE OCONEE COUNTY ADMINISTRATOR REPRESENT OCONEE COUNTY AT ANY AND ALL FUTURE MEETINGS OF THE OCONEE JOINT REGIONAL SEWER AUTHORITY; AND OTHER MATTERS RELATED THERETO." on Tuesday, December 17, 2013 at 6:00 p.m. in Council Chambers, Oconee County Administrative Offices, 415, S. Pine Street, Walhalla, SC.



PUBLISHER'S AFFIDAVIT

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE**

OCONEE COUNTY COUNCIL

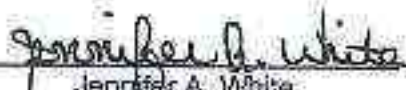
IN RE: Ordinance 2013-36

BEFORE ME the undersigned, a Notary Public for the State and County above named, This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of THE JOURNAL, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in **Oconee County, Pickens County** and the Pendleton area of **Anderson County** and the notice (of which the annexed is a true copy) was inserted in said papers on 12/11/2013 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.



Hal Welch
General Manager

Subscribed and sworn to before me this
12/11/2013.



Jennifer A. White
Notary Public for South Carolina
My commission Expires: 05/18/2014

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LEGAL NOTICES

LEGALS

PUBLIC HEARING

The Coconee County Council will hold a public hearing for Ordinance 2013-86 AN ORDINANCE TO CON-
DICT ON FUTURE PAYMENTS TO
THE COONEE JOINT REGIONAL
SEWER AUTHORITY ON THE RE-
CEIPT AND SUFFICIENCY OF
DETAILED INVOICES FROM THE
COONEE JOINT REGIONAL SEW-
ER AUTHORITY TO FORMALLY
REQUEST THAT A MEMBER OF
THE COONEE COUNTY COUNCIL
AND THE COONEE COUNTY AD-
MINISTRATOR REPRESENT COO-
NEE COUNTY AT ANY AND ALL
FUTURE MEETINGS OF THE COO-
NEE JOINT REGIONAL SEWER
AUTHORITY AND OTHER MAT-
TERS RELATED THERETO. On
Tuesday, December 17, 2013 at 5:00
pm. in Council Chambers, Coconee
County Administrative Office, 413
S. Pine Street, Ashleigh, SC.

STATE OF

SOUTH CAROLINA
IN THE COMMON PLEAS
COUNTY OF COONEE
TENTH JUDICIAL CIRCUIT
Community First Bank,
Folk Bank of Westminster,
Plaintiffs
vs.
Michael Beck and Melissa Beck
Defendants

STATE OF SOUTH CAROLINA IN
THE COURT OF COMMON PLEAS
COUNTY OF COONEE DOCKET
NO. 2013-CP-87-552 Community
First Bank vs. Folk Bank of Westminster,
Plaintiff vs. Michael Beck and Melissa
Beck, Defendants. TO THE DE-
FENDANTS, Michael Beck and
Melissa Beck, YOU ARE HEREBY
SUMMONED and required to appear
and defend by answering the Com-
plaint in this foreclosure action on
property located at 5050 Long Creek
Highway, Westminster, South Caroli-
na 29683, being designated in the
County tax records as TWP#
201-01-02-024, of which a copy is
herewith served upon you, and to
serve a copy of your Answer on the
captioned at their offices: 10321
Clemson Blvd., P.O. Box 774,
Seneca, SC 29676 within thirty (30)
days after the service hereof,
exclusive of the day of such service,
except that the United States or
America, if named, shall have sixty
(60) days to answer after the service
hereof, exclusive of the day of such
service; and if you fail to do so,
judgment by default will be rendered
against you for the relief demanded
in the Complaint. TO MINORS
OVER FOURTEEN YEARS OF AGE
AND/OR MINORS UNDER FOUR-
TEEN YEARS OF AGE AND THE
PERSON WITH WHOM THE MI-
NORS RESIDES AND/OR TO PER-
SONS UNDER SOME LEGAL DISA-
BILITY, YOU ARE FURTHER SUM-
MONED AND NOTIFIED to apply for
the appointment of a Guardian Ad
Litem to represent said minor(s)
within thirty (30) days after the
service of this summons upon you. If
you fail to do so, application for such
appointment will be made by the

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Beth Hulse

From: Beth Hulse
Sent: Tuesday, December 10, 2013 9:36 AM
To: Beth Hulse, classadmgr@upstaietoday.com
Subject: PH 2013-36 – 12/17/13
Attachments: 121013 - PH 2013-36 12-17-13.doc

Please run at your earliest convenience.
THanks.

Elizabeth G. Hulse

Clerk to County Council

Oconee County Administrative Offices

415 South Pine Street

Walhalla, SC 29691

864-718-1023

864-718-1024 [fax]

bhulse@oconeesc.com

www.oconeesc.com/council

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Beth Hulse

From: Beth Hulse
Sent: Tuesday, December 10, 2013 9:37 AM
To: Beth Hulse; Carlos Galarza; Chad Dorsett; DJM News Editor; Greenville News (localnews@greenvillenews.com); Kevin; Norman Cannada (ncannada@upstatetoday.com); Ray Chandler; Westminster News / Keowee Courier (westnews@bellsouth.net); WGOG (dickmangrum@wgog.com); WSPA TV - Channel 7 (assignmentdesk@wspa.com)
Subject: Public Hearing: 2013-36

The **Oconee County Council** will hold a Public Hearing for **Ordinance 2013-36** "AN ORDINANCE TO CONDITION FUTURE PAYMENTS TO THE OCONEE JOINT REGIONAL SEWER AUTHORITY ON THE RECEIPT AND SUFFICIENCY OF DETAILED INVOICES FROM THE OCONEE JOINT REGIONAL SEWER AUTHORITY; TO FORMALLY REQUEST THAT A MEMBER OF THE OCONEE COUNTY COUNCIL AND THE OCONEE COUNTY ADMINISTRATOR REPRESENT OCONEE COUNTY AT ANY AND ALL FUTURE MEETINGS OF THE OCONEE JOINT REGIONAL SEWER AUTHORITY; AND OTHER MATTERS RELATED THERETO." on Tuesday, December 17, 2013 at 6:00 p.m. in Council Chambers, Oconee County Administrative Offices, 415 S. Pine Street, Walhalla, SC.

Elizabeth G. Hulse

Clerk to County Council

Oconee County Administrative Offices

415 South Pine Street

Walhalla, SC 29691

864-718-1023

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